

BROWN GAVALAS & FROMM LLP
Attorneys for Plaintiffs
CRUISER SHIPPING PTE LTD. and
UNIVERSAL NAVIGATION PTE LTD.
355 Lexington Avenue
New York, New York 10017
212-983-8500

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CRUISER SHIPPING PTE LTD. and
UNIVERSAL NAVIGATION PTE LTD.,

07 CV 4036 (JGK)

Plaintiffs,

-against-

**SECOND
AMENDED VERIFIED
COMPLAINT**

SUNDERSONS LTD., MILAN NIGERIA LTD.,
SIMRAN MEHER LTD. and VALECHHA
HOLDINGS LIMITED,

Defendants.

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Plaintiffs, CRUISER SHIPPING PTE LTD. ("Cruiser") and UNIVERSAL
NAVIGATION PTE LTD. ("Universal," and hereinafter with Cruiser, the "Plaintiffs"), by their
attorneys, Brown Gavalas & Fromm LLP, as and for their Verified Complaint against
Defendants, SUNDERSONS LTD. ("Sundersons"), MILAN NIGERIA LTD. ("Milan Nigeria"),
SIMRAN MEHER LTD. ("Simran Meher") and VALECHHA HOLDINGS LIMITED
("Valechha Holdings") (hereinafter the "Defendants"), allege upon information and belief as
follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully
appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal
Rules of Civil Procedure. The Court has jurisdiction under 28 U.S.C. § 1333.

2. At all material times, plaintiff, Cruiser was, and now is, a foreign corporation with

an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805 and was the registered owner of the motor vessel CRUISER ("the Vessel")

3. At all material times, plaintiff, Universal, was and now is a foreign corporation with an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805, and was the disponent owner of the Vessel.

4. Upon information and belief, at all material times, defendant, Sundersons, was and now is a foreign corporation with an office and place of business at 52a Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

5. Upon information and belief, at all material times, defendant, Milan Nigeria, was and now is a foreign corporation with an office and place of business at 243 Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

6. Upon information and belief, at all material times, defendant, Simran Meher was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

7. Upon information and belief, at all material times, defendant, Valechha Holdings, was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

8. On or about August 4, 2006, a charter party agreement was entered into by and between plaintiff, Universal, and defendant, Sundersons, whereby Universal agreed to let, and Sundersons, as charterer, agreed to hire the M/V CRUISER for a voyage, under certain terms and conditions, from Kakinada Port, India to Port Harcourt, Nigeria ("Charter Agreement"). On or about August 30, 2006, September 9, 2006 and September 12, 2006, plaintiff Cruiser issued twenty bills of lading, Nos. C1 to 20, with respect to cargo transported aboard the Vessel.

9. At all relevant times, defendant Milan was the receiver and/or consignee of the cargo evidenced by said bills of lading. The said bills of lading incorporated all of the terms of the Charter Agreement, including the arbitration clause therein and are therefore subject to the same arbitration clause.

10. Clause 50 of the Charter Agreement contains a London arbitration clause which provides :

“Should any dispute arise between Owners and Charterers, the matter in dispute shall be referred to three (3) persons in London, one to be appointed by each of the parties hereto and the third by the two so chosen: their decision or that of any two of them shall be final and for the purpose of enforcing any award, this agreement may be a rule of the court. The Arbitrators shall be commercial men.”

11. On October 19, 2006, the Vessel arrived at the first discharge port, Lagos, Nigeria and on November 6, 2006, the Vessel arrived at the second discharge port, Port Harcourt, Nigeria, incurring total discharge port demurrage, payable by Defendants, of \$36,755.56.

12. At Port Harcourt, the Defendants claimed damage to the cargo discharged at Port Harcourt and prevented the departure of the Vessel by blocking the necessary clearances. In addition, on December 6, 2006, Defendants caused the judicial arrest of the Vessel in Port Harcourt and, without authority from the Court in Port Harcourt or from the Plaintiffs, placed heavily armed men on board the Vessel, effectively holding the Vessel and crew to ransom.

13. With the Vessel now detained and subject to judicial arrest, Defendants demanded payment of \$198,987.60 on grounds of alleged cargo shortage, despite the fact that figures from the master indicated that there was no shortage claim when the quantity of cargo discharged in Port Harcourt was compared to the quantity on the cargo manifest; i.e. the quantity placed on board the Vessel at loading.

14. Plaintiffs made various offers to obtain a release of the Vessel pending adjudication,

on the merits of the alleged cargo claim, including an offer to post a guarantee letter from Plaintiffs' insurer. Such guarantee letters are routinely offered and accepted in international shipping transactions and are considered good and acceptable security for claims.

15. Despite Plaintiffs' repeated and reasonable efforts, Defendants refused to accept security in substitution of the continued detention of the Vessel and demanded resolution of the parties' dispute in Nigeria, in breach of the Defendants' obligation to submit all disputes between the parties to arbitration in London.

16. With the Vessel remaining under arrest and detention by Defendants, and in further breach of the binding London arbitration clause, Defendants refused to release the Vessel in substitution for comparable security and demanded payment of \$70,000, to be made into a Swiss bank account, and the written agreement of the Plaintiffs to forgo their claims against Defendants, including claims for demurrage, in return for the release of the Vessel.

17. Plaintiffs' payment of \$70,000 to Defendants was made under both economic and physical duress, and was procured due to Defendants' breach of the Charter Agreement in detaining the Vessel in Nigeria and seeking to compel Plaintiffs' to forego their rights under the Charter Agreement and applicable law.

18. Defendants' attempt to pursue their claims against Plaintiffs outside London, and their attempts to compel the Plaintiffs to agree to Nigerian jurisdiction or to pay the alleged claim, constitute a breach of contract, economic duress and oppressive and/or vexatious and/or bad faith conduct because:

- a. the Plaintiffs and their insurers have offered to secure Defendants' alleged claims with a Club Guarantee with English law and arbitration; and
- b. the sole purpose of the arrest and the Defendants' refusal to negotiate release of

the Vessel against comparable substitute security was intended to compel and coerce Plaintiffs, under extreme economic duress, to agree to Nigerian jurisdiction and law or into paying Defendants' claim by way of settlement.

19. Clause 54 of the Charter Agreement provides as follows:

"In the event of any alleged cargo claim/shortages Charterers/Receivers are to accept Owners' Pandi Club Letter of Guarantee/bond only. No cash settlement to be allowed whatsoever. Owners Pandi Club is South of England.

If vessel is not released then immediately vessel goes on detention at USD12,000 per day pro rata plus costs of bunkers consumed and any other directly related costs until vessel is released."

A copy of the Charter Agreement is attached hereto as Exhibit "A."

20. Plaintiffs have incurred costs and losses as a result of the detention of the Vessel and the breaches of the Charter Agreement on the part of Defendants, their servants and agents, including load port and discharge port demurrage, detention charges, bunkers consumed during the detention period, daily running expenses and earning losses, in an amount of \$311,650.00, as best as can be determined at the present time.

21. On information and belief, the Defendants, including defendant Valechha Holdings, are all affiliated entities operating under the name "Milan Group" and, at all relevant times held, and continue to hold, themselves out to the world as being members of the "Milan Group," an international trading group based in Lagos, Nigeria.

22. On information and belief, all the members of the "Milan Group," including the Defendants herein, share officers, directors and personnel, as well as common offices and addresses in, among other places, Lagos, Nigeria.

23. Upon information and belief, the said members of the Milan Group, including Defendants herein, transact business as the "Milan Group," and not individually, and said

members are jointly and severally liable for the obligation of each other member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

24. Upon information and belief, the said members of the Milan Group, including Defendants herein, are guarantors of the obligations of each individual member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

25. Upon information and belief, defendant Valechha Holdings exercises such complete domination and control over defendants Sundersons, Mila Nigeria and Simran Meher, and/or disregarded Sundersons's, Milan Nigeria's and Simran Meher's corporate form, and/or conducted the business and operations of Sundersons, Milan Nigeria and Simran Meher as if the same were Valechha Holdings's own, that adherence to the fiction of the separate existence of the Defendants as entities distinct from one another and/or the separate existence of defendants Sundersons, Milan Nigeria and Simran Meher, as distinct from Defendant Valechha Holdings, would permit an abuse of the corporate privilege and would sanction fraud and promote injustice.

26. Upon information and belief, there exists, and at all times herein mentioned there existed, a unity of interest and ownership between and amongst Defendants, such that any individuality and separateness between said Defendants have ceased, and Defendants, and each of them, are the alter egos of each other.

27. In accordance with a binding arbitration clause in the Charter Agreement and in the bills of lading, Plaintiffs will commence arbitration proceedings in London, England.

28. This action is in aid of said arbitration proceedings, as aforesaid, in accordance with 9 U.S.C. § 8. Plaintiffs seek to obtain adequate security to satisfy a potential London arbitration award in Plaintiffs' favor.

29. Plaintiffs sue on their own behalf, and as agents and trustees on behalf of any other persons or parties who may now have, or hereinafter acquire, an interest in this action.

30. Insofar as legal costs and attorneys' fees are routinely awarded to the prevailing party in London arbitration proceedings, Plaintiffs also seek to secure claims for interest and anticipated legal costs and attorneys fees. As best as can now be estimated, Plaintiffs expect to recover the following amounts in the London arbitration:

a.	On the principal claim	\$311,650.00
b.	Interest at 6% per annum, compounded quarterly for 3 years	\$ 60,964.40
c.	Costs (arbitrators' fees, attorneys' fees, etc.)	\$ 45,000.00
	TOTAL	\$417,614.40

23. Upon information and belief, Defendants cannot be found within the District, within the meaning of Supplemental Rule B of the Federal Rules Civil Procedure, but are believed to have or will have during the pendency of this action assets within this District, specifically including cash, funds, freight, hire, accounts and other property, in the hands of garnishees in the District including but not limited to American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are believed to be due and owing to the Defendants.

WHEREFORE Plaintiffs pray:

A. That process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Second Amended Verified Complaint;

B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules and the United States Arbitration Act, 9 U.S.C §§ 1 and 8, attaching all cash, goods, chattels, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee, including American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are due and owing to the Defendants, in the amount of \$417,614.40, to secure the Plaintiffs' claim, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged;

C. That this action be stayed and this Court retain jurisdiction over this matter through the entry of any judgment or award, and any appeals thereof; and

D. That Plaintiffs have such other, further and different relief as this Court may deem just and proper.

Dated: New York, New York
September 6, 2007

BROWN GAVALAS & FROMM LLP
Attorneys for Plaintiffs
CRUISER SHIPPING PTE LTD. and
UNIVERSAL NAVIGATION PTE LTD.

By: 

Peter Skoufalos (PS-0105)
355 Lexington Avenue
New York, New York 10017
212-983-8500

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

PETER SKOUFALOS, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Brown Gavalas & Fromm LLP, attorneys for Plaintiffs.
2. I have read the foregoing Second Amended Verified Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiffs is that Plaintiffs are foreign corporations, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiffs.


PETER SKOUFALOS

Sworn to before me this
6th day of September, 2007


Notary Public

EVAN B. RUDNICKI
Notary Public of the State of New York
No. 02RU6142314
Qualified in Rockland County
Term Expires March 13, 2010

EXHIBIT A

24-APR-2007 17:44 FROM JACKSON FARTON

TO 0012129835946

P.22/83

ORIGINAL**CONTINENT GRAIN CHARTERPARTY**
Code name: "SYNACOMEX 2000"Adapted PARIS 1987 by SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES
(renouvelé 1988, 1994, 1999 and 2000 in agreement with COMITE CENTRAL DES ARMEATEURS DE FRANCE
in cooperation with Chambre Arrière Marseilles St Paul and the French Grain Traders and S. & P. Brokers Association.

PART I

1. Shipbrokers: Anglomart Shipping Ltd., London	2. Place and date of Charter Party: London 04 th AUGUST 2006
3. Owners and place of business (state full name and address) (2.1) Universal Navigation as Disponent Owners	4. Charterers and place of business (state full name and address) (2.1) Sunderlands Nigeria, Ltd.
5. Vessel's name (2.1) env. CRUISER flag / built / class: Panama 1983 Mollendo KT / GT: 12,504/0,834 summer DWT: See Clause 28	6. First layday date (2.1) 12 th August 2006 Cancelling date (2.1) 22 nd August 2006
7. Loading port(s) (2.2) Kotabadi a) Always afloat () b) "at pier / at ground" ()	8. Discharge port(s) (2.2) 1 mile berth Lagoon plus 1 at Port Harcourt a) Always afloat () b) "at pier / at ground" ()
9. Cargo nature and quantities (2.2) a) No bags () b) Maximum in bags for storage ()	10. Freight rate (2.4) USD 89.00 per metric ton free in and out free stacked basis 1 load/2 discharge
11. Freight rate payment (state currency and method of payment, beneficiary and bank account) (2.4) See Clause 47	12. Loading rate (2.5) 1000 metric tons per day shex. See also Clause 5
13. Agents of loading port(s) (2.13) See Clause 52	14. Discharging rate (2.5) 1000 metric tons per day shex. See also Clause 5
15. Cargo insurance, maximum (2.14)	15. Damage / Despatch money (2.5) USD 5,000 pday / include
16. Address Commission (2.16) 2.5% to Charterers to be deducted from freight	16. Agents of discharging port(s) (2.16) See Clause 52
17. Address Commission (2.16) 2.5% to Charterers to be deducted from freight	17. Brokerage commission and to whom payable (2.17) 1.25% to Anglomart Shipping Ltd. to be deducted from freight
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ORIGINAL

1. Dennis, Charles

It is the day agreed between the party designated in Box 2, Owners of the Vessel named and described in Box 3, being now in position and expected ready to load as mentioned in Box 7, and the party designated in Box 4 as Charterers, THAT

2. Loading Ports and Cargo

The said Vessel being light, staunch and in every way fit for the voyage, shall with all convenient speed proceed to the place designated in Bill of Lading, which in case of named ports, is safe berth / safe anchorage Kukuana

Owners acknowledge as safe and suitable for this Vessel and there load always afloat, unless ~~written agreement~~ been positively agreed in advance, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Shippers may direct.

A full cargo capacity approx 23 000 MT, 765 metric tons & 4,000 square meters maximum of bagged Rice, exact quantity as per actual storage factor which Charterers advise but not pursuant to SI. To be delivered seven days prior arrival at load port of unloading.

[illegible]

3. Discharging Port(s)

Being so loaded, the vessel shall proceed with all convenient speed direct to the place designated in ~~Sec. 19~~ 1 safe berth Lagos including Tinian island plus 1 safe berth Port Harcourt in Charters' option. Charters advise that min draft in Lagos 9.5 meters, sail water which is

zone of named party's. Owners acknowledge as safe and suitable for this vessel, and there discharge the cargo always intact, unless actually agreed between specifically agreed in Section 1 in such safe bond, dock wharf or anchorage as Charterers or their Agents or Receivers may direct. Receivers have to be cautious using the above safe berth. The time for loading between the above safe berth could be anytime, but nothing except in so liability for Vessel's damage.

4. Freight

The freight agreed under this Charter Party shall be as stated in Article 13 per metric ton on net Bill of Lading weight and shall be earned in and as cargo is loaded on board, prepaid discountless and non-returnable. Vessel and/or cargo lost or not lost.

The freight shall be paid as per Clause 47, as specified in Article 47. All charges and expenses on the cargo shall be for Charterers account and these shall be on the account hereafter agreed and to be paid by Charterers account.

5. Loading and Discharging

Cargo shall be loaded, stow, trimmed and/or stowed at the risk and expense of Shipper/Charterer at the average rate stated in Para 14 - 15000000000000 metric tons per weather working day basis vessel's gear as described Sundays and Holidays excluded. See also Clause 6 weather clause.

Cargo shall be discharged at the risk and expense of
Receivers/Charterers at the average rate scaled in Dec 15 1990
metric tons per weather working day built vessel's gear as
described Saturdays, Sundays and Holidays excluded. See also
Clause 8.

Storage shall be under Master's direction and responsibility. Shipper's and Charterers' representatives have the right to be on board the Vessel during loading, discharging or lightering for the purpose of inspecting the cargo and/or weighing. Charterers and Owners are allowed to work overtime, such expenses shall be for account of the party ordering same. If ordered by Port Authorities, overtime shall be for Charterers' account. Overtime services rendered by ship's crew shall be at no cost for Owners' account.

4. Levy's Cancellation

At port of loading laytime shall not count before 00.00 hours on the layday date stated in Box 5 and in any case not

Should the Vessel's notice of readiness not be validly tendered as per Clause 1 before 06.00 hours on the cancelling date stated in Box 2, Charterers shall have the Option of cancelling the charter at any time thereafter, but not later than one hour after the notice is validly tendered.

7. Vessel's Positions, Notices

Master and/or Owners shall give 10 days and thereafter 5 additional days and 12 hours notice of Vessel's expected readiness to load.

Master and/or Owners shall give 7/16/19/21 days' notice of Vessel's Expected Time of Arrival (ETA) at discharging port as specified in Section 8. (to be advised)

8. Laytime

Vendors written notice of readiness to hold and/or discharge shall be tendered by hand or by any means of telecommunication at the office of Singsperg/Charteris/Receivers or their Agents Monday through Friday, between 08.00 and 17.00 hours.

on all days except Saturdays, Sundays and Holidays and between 05.00 hours and 13.00 hours on Saturdays unless a Holiday Saturday 12.00 hours to Monday 09.00 hrs EIU classes to apply both ends

• Each notice of readiness shall be delivered when vessel is in the loading or discharging berth and in all respects ready to load/unload. At both ends if the berth is congested/unreachable Master has the right to tender N.O.R from the anchorage even by cable/distance mail and time to count whether in berth or not, whether in port or not, whether free pratique or not, whether customs cleared or not. All loading port (Shimber)

Charterers of their Agents have the privilege to keep the vessel's hold. If A requested by Charterers, a survey may be carried out at their time and risk to establish vessel's holds and hatch covers suitability to load bagged rice and Owners to have the right to be represented during such survey by their P&I Surveyors, and from the date on which holds are used as such, owners and in all respects hereby to waive the same.

In case of disagreement between the two surveyors then an independent surveyor (mutually agreed between Charterers' and the Owners' Pil surveyor) to be appointed whose findings to be binding for both parties. In case any deficiency, then same to be promptly made good by the Owners and any time lost from the time of selection till the time of acceptance not to count as laytime.

in error of 10 miles on independent survey of the roads where vehicle roadblock to lead the party in the wrong bearing the case. If the rejection of notice of roadtimes is undisputed or confirmed by surveyor the laytime will only start to count after the Vessel has validly tendered advice.

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PART II
"SYNACOMEX 2000" Contingent Grain Charterparty

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04-APR-2007 17:47 FROM JACKSON PARTON TO 0012129835946 P.25/83
 FROM JACKSON PARTON TO 0012129835946 P.25/83

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PART II
 "SYNACOMEX 2000" Continent Grain Charterparty

of-taken from Charterers' Bank, confirming that weight payable has been increased by 1000 lbs.	220	fill up elsewhere for their own account as under section b)	284
	220	or to declare the Charter Party null and void unless	285
19. Relet	231	Charterers agree to load full cargo at the open port	289
Charterers have the right to relet at or apart of this Charter Party, the Charterers being responsible for the same	231	Port of Discharge	287
	231	a) Should ice prevent Vessel from reaching port of	288
20. Deviation	234	discharge, Receivers shall have the option of keeping Vessel	288
Deviation in saving or attempting to save life or property at sea or for bunkering purposes or any other reasonable deviation shall not be deemed an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom	234	Waiting until the reopening of navigation and paying	289
	235	demurrage, or of ordering the Vessel to a safe and	291
	235	immediately accessible port where she can safely discharge	292
	237	without risk of detention by ice. Such orders to be given	293
	238	within 48 hours after Master or Owners have given notice	294
	238	to Charterers of the impossibility of reaching port of	296
	240	destination.	296
21. Lien Clause	241	b) If during discharging the Master for fear of Vessel being	297
The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charter Party.	241	frozen in, deems it advisable to leave, he has liberty to do	298
	242	as with what cargo he has on board and to proceed to the	298
	243	nearest accessible port where she can safely discharge.	310
22. Responsibilities and Immunities	244	c) On delivery of the cargo at such port, all conditions of	311
Except as otherwise provided and stipulated in this Charter Party, it is hereby expressly agreed that this Charter Party shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as enacted in the country of shipment. These rules shall apply to any Bill of Lading issued under this Charter Party.	244	the Bill of Lading shall apply and Vessel shall receive the	312
	245	same freight as if she had discharged at the original port of	313
	246	destination, except that if the distance of the substituted	314
	247	port exceeds 100 nautical miles, the freight on the cargo	315
	248	delivered at the substituted port to be increased in	316
	249	proportion.	317
	250	24. Amended Centrocon Strike Clause	318
	251	If the cargo cannot be loaded by reason of Riots, Civil	319
	252	Comotions or of a Strike or Lock-out of any class of	320
	253	workmen essential to the loading of the cargo, or by reason	321
	254	of obstructions or stoppages beyond the control of the	322
	255	Charterers caused by Riots, Civil Comotions or a Strike	323
	256	or Lock-out on the Railways, or in the Docks, or other loading	324
	257	Places, or if the cargo cannot be discharged by reason of	325
	258	Riots, Civil Comotions or of a Strike or Lock-out of any	326
	259	class of workmen essential to the discharge, the time for	327
	260	Loading or discharging, as the case may be, shall not count	328
	261	during the continuance of such causes, provided that a	329
	262	Strike or Lock-out of the Shippers' and/or Receivers' men	330
	263	shall not prevent demurrage accruing if by the use of	331
	264	reasonable diligence they could have obtained other suitable	332
	265	about at rates current before the Strike or Lock-out.	333
	266	In case of any delay by reason of the before-mentioned	334
	267	Causes, no claim for damages or demurrage, shall be made	335
	268	by the Charterers / Receivers of the cargo, or Owners of	336
	269	the Vessel. For the purpose, however, of settling despatch	337
	270	Money accounts, any time lost by the Vessel through any	338
	271	of the above causes shall be counted as time used in loading	339
	272	or discharging, as the case may be.	340
23. Amended General Average Clause	272	25. General Average and New Jason Clause	341
Port of Loading	273	General average shall be adjusted according to the York-	342
a) In the event of the loading port being inaccessible by	274	Antwerp Rules 1994 or any subsequent modification thereof,	343
reason of ice when Vessel is ready to proceed from her last	275	but where the adjustment is made in accordance with the	344
port or at any time during the voyage or on Vessel's arrival	276	law and practice of the United States of America, the	345
or in case from sails in after Vessel's arrival, the Master for	277	following Clause shall apply:	346
fear of being frozen in is at liberty to leave without cargo,	278	"In the event of accident, danger, damage or disaster	347
and this Charter Party shall be null and void.	279	before or after the commencement of the voyage,	348
b) If during the loading the Master for fear of Vessel being	280	resulting from any cause whatsoever, whether due to	349
frozen in, deems it advisable to leave, he has liberty to do	281	negligence or not, for which, or for the consequence of	350
as with what cargo he has on board and to proceed to any	282	which, the carrier is not responsible, by statute, contract	351
other port or ports with option of commencing cargo for	283	or otherwise, the goods, shippers, consignees, or owners	352
Owner's benefit to any port or ports including port of	284	of the goods shall contribute with the carrier in general	353
discharge. Any port cargo thus loaded under this Charter	285	average to the payment of any sacrifices, losses or	354
Party to be forwarded to destination at Vessel's expense	286	expenses of a general average nature that may be made	355
but against payment of freight, provided that no extra	287	or incurred and shall pay salvage and special charges	356
expenses be thereby caused to the Receivers, freight being	288	incurred in respect of the goods.	357
paid on quantity delivered (in proportion if lumpsum), at	289	If a sailing ship is owned or operated by the carrier,	358
other conditions as per Charter Party.	290	salvage shall be paid for as fully as if the said sailing	359
c) In case of more than one loading port, and if one or more	291	Ship or ships belonged to charterers. Such deposit as the	360
of the ports are closed by ice, the Master or Owners to be	292		
at liberty either to load the full cargo at the open port and	293		

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 FROM : FAX NO. : 65 63244400 Dec. 06 2006 04:03PM PT

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PART II
 "SYNACOMEX 2000" Continent Grain Charterparty

carrier or his Agents may deem sufficient to cover the
 estimated contribution of the goods and any salvage and
 special charges thereon shall, if required, be made by
 the goods, shippers, consignees or owners of the goods
 to the carrier before delivery.
 and the Charterers shall procure that all Bills of Lading issued
 under this Charter Party shall contain the same Clause.

26. Both-to-Bleed Collision Clause
 If the liability for any collision in which the Vessel is involved
 while performing this Charter Party is to be determined
 in accordance with the laws of the United States of America,
 the following Clause shall apply:
 "If the ship comes into collision with another ship as a result
 of the negligence of the other ship and any act, neglect or
 default of the master, mariner, pilot or the servants of the
 carrier in the navigation or in the management of the ship,
 the owners of the goods carried hereunder will indemnify
 the carrier against all loss or liability to the other or non-
 carrying ship or her owners in so far as such loss or liability
 represents loss of or damage to or any claim whatsoever
 of the owners of the said goods, paid or payable by the
 other or non-carrying ship or her owners to the owners of
 the said goods and set off, recovered or recovered by the
 other or non-carrying ship or her owners as part of their
 claim against the carrying ship or carrier.
 The foregoing provisions shall also apply where the
 Owners, Operators or those in charge of any ship or ships
 or objects other than, or in addition to, the colliding ships or
 objects are at fault in respect to a collision or contact"
 and the Charterers shall procure that all Bills of Lading issued
 under this Charter Party shall contain the same Clause.

27. War Risks ("Voywar 1993")
 a) For the purpose of this Clause, the words:
 (i) "Owners" shall include the shipowners, bareboat
 charterers, disponent-owners, managers or other operators
 who are charged with the management of the Vessel, and
 the Master; and
 (ii) "War Risks" shall include any war (whether actual or
 threatened), act of war, civil war, revolution, rebellion,
 insurrection, civil commotion, maritime operations, the laying of
 mines (whether actual or reported), acts of piracy, acts of
 terrorism, acts of hostility or malicious damage, breakdowns
 (whether imposed against all vessels or imposed selectively
 against vessels of certain flags or ownership), or against
 certain cargoes or crews or otherwise howsoever, by any
 person, body, territorial or political group, or the Government
 of any state whatsoever, which, in the reasonable judgement
 of the Master and/or the Owners, may be dangerous or be
 likely to be or to become dangerous to the Vessel, her cargo,
 crew or other persons on board the Vessel.
 b) If at any time before the Vessel commences loading, it
 appears that, in the reasonable judgement of the Master
 and/or the Owners, performance of the Charter Party, or
 any part of it, may expose, or is likely to expose, the Vessel,
 her cargo, crew or other persons on board the Vessel to
 War Risks, the Owners may give notice to the Charterers
 cancelling this Charter Party, or may refuse to perform such
 part of it as may expose, or may be likely to expose, the
 Vessel, her cargo, crew or other persons on board the Vessel
 to War Risks, provided always that if this Charter Party
 provides that loading or discharging is to take place within a
 range of ports, and at the port or ports nominated by the
 Charterers the Vessel, her cargo, crew, or other persons
 on board the Vessel may be exposed, or may be likely to be
 exposed, to War Risks, the Owners shall first require the
 Charterers to nominate any other safe port which lies within
 the range for loading or discharging, and may only cancel
 this Charter Party if the Charterers shall not have nominated
 such safe port or ports within 48 hours of receipt of notice of
 such requirement.
 c) The Owners shall not be required to continue to load
 cargo for any voyage, or to sign Bills of Lading for any part
 or place, or to proceed or continue on any voyage, or on
 any part thereof, or to proceed through any canal or
 waterway, or to proceed to or remain at any port or place
 whatsoever, where it appears, either after the loading or
 the cargo commences, or at any stage of the voyage
 thereafter before the discharge of the cargo is completed,
 that, in the reasonable judgement of the Master and/or the
 Owners, the Vessel, her cargo (or any part thereof), crew
 or other persons on board the Vessel (or any one or more
 of them) may be, or are likely to be, exposed to War Risks.
 If it should so appear, the Owners may by notice request
 the Charterers to nominate a safe port for the discharge of
 the cargo or any part thereof, and if within 48 hours of the
 receipt of such notice, the Charterers shall not have
 nominated such a port, the Owners may discharge the cargo
 at any safe port of their choice (including the port of loading)
 in complete fulfilment of the Charter Party. The Owners shall
 be entitled to recover from the Charterers the extra expenses
 of such discharge and, if the discharge takes place at any
 port other than the loading port, to receive the full freight as
 though the cargo had been carried to the discharging port
 and if the extra distance exceeds 100 miles, to additional
 freight which shall be the same percentage of the freight
 contracted for as the percentage which the extra distance
 represents to the distance of the normal and customary
 route, the Owners having a lien on the cargo for such
 expenses and freight.
 d) If at any stage of the voyage after the loading of the
 cargo commences, it appears that, in the reasonable
 judgement of the Master and/or the Owners, the Vessel,
 her cargo, crew or other persons on board the Vessel may
 be, or are likely to be, exposed to War Risks on any part of
 the route (including any canal or waterway) which is normally
 and customarily used in a voyage of the nature contracted
 for, and there is another longer route to the discharging
 port, the Owners shall give notice to the Charterers that
 this route will be taken. In this event the Owners shall be
 entitled, if the total extra distance exceeds 100 miles, to
 additional freight which shall be the same percentage of
 the freight contracted for as the percentage which the extra
 distance represents to the distance of the normal and
 customary route.
 e) The Vessel shall have liberty:
 (i) to comply with all orders, directions, recommendations
 or advice as to departure, arrival, routes, sailing in convoy,
 ports of call, stoppages, destinations, discharge of cargo,
 delivery or in any way whatsoever which are given by the
 Government of the Nation under whose flag the Vessel sails,
 or other Government to whose laws the Owners are subject,
 or any other Government which so requires, or any body or
 group acting with the power to compel compliance with their
 orders or directions;
 (ii) to comply with the orders, directions or recom-
 mendations of anywar risks underwriters who have the
 authority to give the same under the terms of the war risks
 insurance;
 (iii) to comply with the terms of any resolution of the Security
 Council of the United Nations, any directive of the European
 Community, the effective orders of any other Supranational
 body which has the right to issue and give the same, and
 with national laws aimed at enforcing the same to which

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 FROM : FAX NO. : 65 63244452

TO 3812129835946 P. 27/83
 Dec. 05 2006 04:07PM P6

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"SYNACOMEX 2000" Continent Grain Charterparty

the Owners are subject and to obey the orders and	484
directions of those who are charged with their enforcement;	485
(iv) a discharge at any other port and cargo or part thereof	486
which may render the Vessel liable to confiscation as a	487
contraband carrier;	488
(v) to call at any other port to change the crew or any part	489
thereof or other persons on board the Vessel when there is	500
reason to believe that they may be subject to mistreatment,	501
imprisonment or other sanctions;	502
(vi) where cargo has not been loaded or has been	503
discharged by the Charterers under any provisions of this	504
Clause, to load other cargo for the Owners' own benefit	505
and carry it to any other port or ports whatsoever, whether	506
backwards or forwards or in a contrary direction to the	507
ordinary or customary route;	508
f) if in compliance with any of the provisions of sub-clauses	508
b) to e) of this Clause anything is done or not done, such	510
shall not be deemed to be a deviation, but shall be	511
considered as due fulfilment of the Charter Party.	512
28. Arbitration See clause 48	513
Any dispute arising out of the present contract shall be	514
referred to Arbitration of Commerce Arbitration-Moscow so	515
Part 48 two Arbitration-Moscow	516
The decision rendered according to the rules of Commerce	517
Arbitration and according to French law shall be final and	518
binding upon both parties. The right of both parties to refer	519
any disputes to arbitration cannot be waived in the charter	520
or completion of discharge or in case of termination of the	521
performance twelve months after the cancelling date as per	522
Clause 5 or after the date of cancellation whichever is	523
later. Where the provision is not complied with the claim	524
shall be deemed to be waived and conclusively waived.	525

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